



## FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC. – FKEC

91630 OVERSEAS HIGHWAY, P.O. BOX 377, TAVERNIER, FL 33070-0377 PHONE (305) 852-2431 FAX: (305) 852-4794

August 30, 2023

Ms. Patti Daniel  
Florida Public Service Commission  
Division of Economics  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Ms. Daniel:

As required by Rule 25-9.052 of the Florida Administrative Code, Florida Keys Electric Cooperative Association, Inc. (FKEC) is submitting an electronic filing of Policy Bulletin No. 209.0 to include the following revised sheets for the policy bulletin. They read as follows:

Eleventh Revised Sheet No. 4.54 and implements the Twelfth Revised Sheet No. 4.54  
Ninth Revised Sheet No. 4.57 and implements the Tenth Revised Sheet No. 4.57  
Ninth Revised Sheet No. 4.58 and implements the Tenth Revised Sheet No. 4.58  
Seventh Revised Sheet No. 4.59 and implements the Eighth Revised Sheet No. 4.59  
Eighth Revised Sheet No. 4.60 and implements the Ninth Revised Sheet No. 4.60  
Tenth Revised Sheet No. 4.61 and implements the Eleventh Revised Sheet No. 4.61  
Seventh Revised Sheet No. 4.62 and implements the Eighth Revised Sheet No. 4.62  
Tenth Revised Sheet No. 4.63 and implements the Eleventh Revised Sheet No. 4.63  
Ninth Revised Sheet No. 4.64 and implements the Tenth Revised Sheet No. 4.64  
Sixth Revised Sheet No. 4.65 and implements the Seventh Revised Sheet No. 4.65  
Third Revised Sheet No. 4.66 and implements the Fourth Revised Sheet No. 4.66  
Second Revised Sheet No. 4.67 and implements the Third Revised Sheet No. 4.67

FKEC has enclosed documentation supporting the revision of the above-referenced policy bulletin changes to include:

1. Electronic submission of the current policy bulletin showing the proposed revisions by use of the redline/strikeout format submitted.

FKEC will e-file the policy bulletins via the Commission's website-provided instructions.  
<http://www.floridapsc.com/ClerkOffice/EFilingRequirements>

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Newberry". The signature is stylized and fluid, with a large loop at the end.

Scott Newberry  
Chief Executive Officer

NAME OF UTILITY: FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.

**POLICY BULLETIN NO. 209.0**

SUBJECT: BILLING, COLLECTION, AND FEE SCHEDULES

POLICY: Florida Keys Electric Cooperative Association, Inc. is a non-profit organization whose members share in the margins and losses resulting from Cooperative operations. In order to limit members' exposure to losses from unpaid electric accounts, the Cooperative has established the following rules.

1 Billing Deposits

Before connecting service, the Cooperative may require a billing deposit on each account in an amount deemed by the Cooperative to be adequate to guarantee payment of bills under this policy.

1.1 Residential Account Billing Deposits

Billing deposits for residential accounts are \$150. New members may be eligible for a deposit waiver based on the results of a credit inquiry.

Deposits for churches and qualified condominium common areas (see Section 28) billed under the residential tariff will be determined in accordance with the rules for general service & general service demand account deposits.

1.2 General Service & General Service Demand Account Billing Deposits

Deposits on general service & general service demand accounts will be the greater of:

- 1.2.1 \$200;
- 1.2.2 approximately two times the highest monthly bill during the prior 12 months for a similar business at the same location;
- 1.2.3 an amount sufficient to cover approximately two times the highest monthly bill calculated based on estimated connected load and the nature of the general service enterprise.

Issued by: Scott Newberry  
Chief Executive Officer

(Continued on Sheet No. 4.51)  
Effective: October 1, 2022

NAME OF UTILITY: FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.  
(Continued from Sheet No. 4.50)

In all cases, the highest monthly bill will be defined to include all applicable customer charges, energy charges, demand charges, power cost calculation charges, formula revenue requirement riders, and taxes.

1.3 Exceptions to Deposit Collections

1.3.1 Periodically, customers having general service and/or general service demand accounts in good standing request that certain residential accounts be connected for short periods in order to test the operation of household appliances or to clean the premises. The most common examples are realtors who manage rental properties or contractors who have completed the construction of a residence. No deposit will be required on such additional residential account if:

1.3.1.1 the account is opened in the name of a member already receiving service under the general service or general service demand tariff;

1.3.1.2 the member's primary general service account is active and in good standing, defined as no record of appearing on the cutoff list, disconnect for non-payment, returned check, pay arrangement not honored, or meter tampering;

1.3.1.3 the member's length of service in the residential account does not exceed 7 days.

1.3.2 Surviving spouses of members who maintained their account only in the name of the deceased person can transfer the billing and security light deposits from the decedent's residential rate account to a new residential account in the survivor's name and furnish a copy of the decedent spouse's death certificate. Any requests for additional deposits will also be transferred to the survivor's new account.

1.3.3 Members with existing residential accounts that want to open additional residential accounts, or members with existing general service or general service demand accounts that want to open additional general service or general service demand accounts will not be required to pay a deposit on new corresponding accounts as long as the new accounts are opened under the member's existing membership number and the member has at least three years of continuous service and if all of the existing accounts have the most recent 24 months of continuous good credit history.

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(Continued from Sheet No. 4.51)

For purposes of this policy, good credit history will be defined as no record of the following: delinquent (late charges), on cutoff list, disconnect for non-payment, returned check, pay arrangement not honored, or meter tampering.

If an account opened under this Section of the policy subsequently does not have a good credit history as defined above, the Cooperative may require the member to pay a deposit on the account in an amount required by Section 1.1 or 1.2 of this policy.

2 Additional Deposits

2.1 If an account has been disconnected for non-payment and the account's deposit is less than approximately two times the highest monthly bill during the prior 12 months, or if the account has no deposit, the member will be required to increase the billing deposit to approximately two times the highest monthly bill during the prior 12 months before the account will be reconnected.

2.2 At its discretion, the Cooperative may review the billing record of an account at any time to determine the adequacy of the sum on deposit and may require that the deposit be increased to approximately two times the highest monthly bill during the prior 12 months.

The member will be notified that he or she will be allowed two months in which to bring his or her account up-to-date before being required to make the deposit. If the account is brought into current condition and the member already has the minimum deposit required by this policy, the member will not be required to increase the deposit so long as the member maintains the account in current condition. Current condition is defined as no incidence of credit history marks for delinquent (late charges), on cutoff list, disconnect for non-payment, returned check, pay arrangement not honored, or meter tampering. If the member fails to maintain the account in current condition, the additional deposit will be required upon notice by the Cooperative.

3 Refunds of Deposits

3.1 Deposits on residential accounts will be subject to refund after three (3) years from the date of deposit (or the date of the last required additional deposit) if the account has the most recent 24 months of continuous good credit history and the member has been in the current account at least 90 days. For purposes of this policy, good credit history will be defined as no record of the following: delinquent (late charges), on cutoff list, disconnect for non-payment, returned check, pay arrangement not honored, or meter tampering. Such refunds will include any accrued deposit interest and will be made by credit to the account, and will not be refunded by check.

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(Continued from Sheet No. 4.52)

3.2 Any deposits and accrued interest will be applied against payment of the final bill of the member. If the result of the application is a debit or credit account balance of less than \$5.00, the account balance will be written off and no bill or check will be produced. If the result of the application is a credit account balance of \$5.00 or more, it will be refunded to the member. If a member has an unpaid bill(s), the member agrees to pay all costs of collection, including reasonable attorney's fees and reasonable costs incurred to any collection agency for such collection, whether suit is filed or not.

3.3 Deposits that have been held for two years or more after the disconnect date on an account will be refunded, along with any accrued interest, if:

3.3.1 No other active accounts in the name of the member are subject to the additional deposit requirements per Section 2, and

3.3.2 There are no outstanding balances due on other inactive accounts in the name of the member.

Refunds will be made only to the extent the deposit and accrued interest exceed the amounts required to cover the additional deposits and balances due under Sections 3.3.1 and 3.3.2.

3.4 After 12 months of billing history have accumulated, deposit amounts on general service and general service demand accounts that were collected based upon the criteria in Sections 1.2.2 and 1.2.3 may be reviewed at the member's request. If the deposit on the account exceeds approximately two times the highest monthly bill during the prior 12 months, the excess deposit will be refunded by a credit to the account if:

3.4.1 The account has 12 months of continuous good credit history, as defined in Section 3.1, and;

3.4.2 No other active accounts in the name of the member are subject to the additional deposit requirements per Section 2, and

3.4.3 There are no outstanding balances due on other inactive accounts in the name of the member.

Issued by: Scott Newberry  
Chief Executive Officer

(Continued on Sheet No. 4.54)  
Effective: October 1, 2022

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(Continued from Sheet No. 4.53)

4      Transfer of Deposits

A member moving from one location to another may have their billing deposit transferred to the new location, if the total amount due on the original account is paid and if service to the original account is disconnected within seven (7) days. However, if the total amount due on the original account is not paid, these charges will be added to the bill at the new location, and an appropriate billing deposit required on the new account. In this case, the total amount due will include all charges for electric service through the date the service was disconnected and any fees associated with the disconnection of the original account.

5      ~~Special Meter Readings, Service Transfers, Disconnects, & Reconnects and Special Meter Readings~~

~~The Cooperative will ordinarily read all meters once each month. Special readings, Service transfers, disconnects, and reconnects, at the member's request, during regular business hours, which do not require a service crew or bucket truck, will be billed at \$50 per visit. will not be billed a fee. If a service crew or a bucket truck is required to complete any of these services during regular business hours, the service call fee will be billed at \$100 150 per visit, and \$250 for service that occurs after business hours, on weekends, or holidays. Disputed meter reading will be billed at \$50 except when readings are found to be in error. All reconnects and calls for service that occurs after business hours, on weekends, or on holidays, will be billed at \$150 per visit.~~

~~The Cooperative will ordinarily read all meters once each month. A special meter reading fee for disputed meter readings will be billed \$50 if an in-person visit is requested and will only be performed during regular business hours.~~

6      Billing

Bills for electric energy consumption will be delivered to customers in accordance with an approved meter reading schedule that is subject to change at the discretion of the Cooperative.

7      Due Date

Bills are due when rendered.

8      Delinquent Bills & Penalties

8.1 Unpaid bills for electric service become delinquent if payment is not received by 5:00 P.M. on the 20<sup>th</sup> day after the mailing date shown on the bill. If such date falls on Saturday, Sunday, a national holiday, or a holiday observed by FKEC, the next regular business day is deemed to be the date the bill becomes

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delinquent. Payments placed in the night drop at the Cooperative offices after 5:00 P.M. will be deemed to have been paid on the next regular business day.

8.2 Delinquent amounts due are subject to a late payment penalty of 1.5% per month of the total amount owed if the total amount owed is \$5 or more. After the application of the late payment penalty, the delinquent amount due includes both the original amount due and the late payment penalty. If a bill remains unpaid for more than one billing cycle, additional late payment charges will be made on the total amount owed at the same rate.

8.3 Certain accounts will NOT be subject to late payment penalties, as follows:

8.3.1 Any account with 24 months of continuous good credit history, as defined in Section 3, will not be subject to a late payment penalty. These accounts will, however, be marked as delinquent in the credit history for future reference.

8.3.2 Accounts in the name of federal, state, county, and municipal government entities will not be subject to late payment penalties. However, these entities may be billed for interest and/or other charges permitted under any applicable laws for failure to pay billed amounts promptly. To encourage payment, these accounts will be marked as delinquent in the credit history for future reference.

## 9 Disconnect Notice & Disconnect Procedure

9.1 A disconnect notice will be delivered to any accounts subject to the late payment penalty per Sections 8.1 and 8.2, except for accounts specifically excluded in Section 9.2, if the delinquent amount due exceeds both \$75 and one-half of the billing deposit on that account. The disconnect notice will show the account number, delinquent amount due, billing date, disconnect date, collection fee, reconnect fee, disconnect fee, after-hours

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(Continued from Sheet No. 4.55)

reconnect fee, and the procedure for reconnection of services disconnected for non-payment. If payment in full of the amount due per the disconnect notice is not received by 5:00 P.M. the day prior to the scheduled disconnect date, the account is subject to disconnection. The disconnect date will be the next scheduled meter reading date.

9.2 Certain accounts will NOT be subject to non-pay disconnect, as follows:

9.2.1 Accounts serving persons who have provided qualifying documented evidence of dependence on electrically operated life support and/or monitoring devices will not be subject to non-pay disconnect. Qualifying documented evidence must include a signature by a licensed physician. If the credit and payment history for a life support account indicates that it would have qualified for disconnect per Section 9.1, except for its status as a life support account, the Cooperative shall have the right to:

9.2.1.1 Require an additional deposit per Section 2, and,

9.2.1.2 Require that a member on life support supply a written agreement, wherein another person with a documented good credit history agrees to guarantee payment of any delinquent amounts due on the life support account(s) in the name of the member. The guarantor will be notified by letter of any delinquent amounts due on accounts that he/she has agreed to be responsible for.

9.2.2 Accounts in the name of federal, state, county, and municipal government entities will not be subject to disconnection. However, to encourage payment, these accounts will be marked as delinquent and will be mailed a disconnect notice.

9.2.3 If a member billed at the residential rate has received continuous service at an account location for three (3) years or more and the



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account shows 24 months of continuous good credit history, as defined in Section 3, the account will not be mailed a disconnect notice, nor will it be subject to disconnect at this time.

10 Reconnection of Service After Disconnection for Non-Payment

10.1 If the service has been disconnected for non-payment, it will not be reconnected until ALL of the following conditions are met.

10.1.1 The delinquent amount due is paid.

10.1.2 All disconnect and reconnect fees are paid.

10.1.3 A deposit or additional deposit, as required under Sections 1 & 2 of this policy, is paid.

10.2 However, if the account has been disconnected for 25 days or more, the account will not be reconnected until ALL of the following conditions are met.

10.2.1 All amounts, including delinquent amount due, charges for electricity used prior to disconnection, any fees, and other charges are paid in full.

10.2.2 Reconnect fee is paid.

10.2.3 A billing deposit, as required under Sections 1 & 2 of this policy, is paid.

10.2.4 A signed Application for Membership and Other Services is received.

11 Collection of Disconnect Notices

~~In every case when a service person makes a collection on a delinquent bill in lieu of disconnecting the service, a collection fee of \$50 will be added to the bill. The delinquent amount due per the disconnect listing must be paid to avoid disconnection. The service person will not accept a partial payment.~~

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(Continued from Sheet No. 4.57)

~~The amount due per the disconnect listing must be paid in cash or by cashier's check, credit card, debit card, U.S. postal money order, or bank wire if the credit history of the account shows one or more returned checks or drafts within 24 months.~~

~~42~~ 11    Returned Checks and Drafts

Checks, bank drafts, credit card chargebacks, or other bank debits returned from financial institutions will be handled by office personnel as required, and the member will be billed a fee of \$30 per returned item. Checks and drafts returned by a financial institution will not be re-deposited.

~~42~~ 11.1 If the returned item was for the payment of a billing deposit on a new account or was against the previous month's bill, the amount exceeds both \$75 and one-half of the billing deposit on the account, and the account was not exempt from disconnect for reasons contained in Section 9.2, the following actions will be taken:

- ~~42~~ 11.1.1    The account holder will be notified that payment must be received for the full amount of the returned item by 5 P.M. the following workday.
- ~~42~~ 11.1.2    A "cash only" note with a two-year expiration date will be added to the account.
- ~~42~~ 11.1.3    If payment is not received by 5 P.M. on the day per Section 12.1.1, the account will be disconnected on the following workday.

~~42~~ 11.2 If the returned item is for the current month or does not otherwise meet the criteria in Section 12.1, the account holder will be notified that the full amount of the returned item needs to be paid as soon as possible.

~~43~~ 12    Miscellaneous

~~43~~ 12.1 The Cooperative's employees and/or designated agents shall have 24-hour access to the member's premises for meter reading, exchange,

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(Continued from Sheet No. 4.58)

periodic inspections, maintenance, vegetation management, and emergencies. The Cooperative will take appropriate measures to identify employees and/or its agents performing Cooperative duties on a member's premises.

If the Cooperative does not have access to the member's meter due to a locked gate(s), is located inside a building to which FKEC does not have access, is embedded in a wall or other artificial barrier, is installed more than 6' above grade without an FKEC approved work area, or is situated in a location close to an animal that, in the judgment of the Cooperative Representative is dangerous, or any other circumstances that prevent reasonable access to the meter; the member will have 60 days to correct the situation. The Cooperative will determine what constitutes reasonable access based on prudent utility practices. If the Cooperative requires access to the meter within the 60 days, the member will be required to pay a service call fee of \$~~100~~ 150 (\$~~150~~ 250 after-hours) or the actual cost, whichever is greater. The member will be billed for all service calls and other fees reasonably incurred by the cooperative for access to the member's meter as part of the monthly utility bill. Payments made for the monthly utility bill will be first allocated to service calls and other reasonably incurred access fees and costs and then to the utility/energy services payment due. If the utility bills become delinquent due to partial payment, then the cooperative will proceed with its remedies following the normal collection policies/procedures currently in place which include, but are not limited to, disconnection of utility service.

The member's failure to correct the situation within the allotted time may result in service termination until satisfactory changes have been made. The CEO, CFO, or COO must approve such termination of service.

~~43~~12.2 If a former member applies for service and Cooperative records indicate an unpaid debt in the applicant's name, service will not be connected for the new account until the unpaid debt is paid plus any collection fees, including reasonable attorney's fees.

Issued by: Scott Newberry  
Chief Executive Officer

(Continued on Sheet No. 4.60)  
Effective: ~~October 1, 2022~~ October 1, 2023

NAME OF UTILITY: FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.  
(Continued from Sheet No. 4.59)

~~44~~13     Meter Tampering

Only an authorized representative of the Cooperative may remove meters, meter seals, connections, or any property of the Cooperative on or about a member's premises. Whenever evidence is found of tampering with the meter or with any wiring, electrical equipment, or instrumentation between the line side of the meter and the electrical distribution system being used to furnish service to the member, which would result in the diversion or non-registration of electric energy, and/or the installation of meter seals other than those installed by FKEC on a member's meter, the member served by such meter will be assessed a penalty charge of \$~~250~~ 1,000 plus any other expenses incurred. In addition, the member will be subject to penalties as provided in the Florida Statutes, Section 812.14, and for the estimated cost of energy consumed while the meter was not operating properly due to the installation of the diversion facilities. Such tampering may be deemed to be cause for disconnection of electric service and/or legal action and criminal prosecution as provided in Section 812.14, Florida Statutes.

The removal or cutting of a meter seal by a member or other unauthorized person acting on behalf of the member or anyone using the facilities of the member will result in a service fee representing Cooperative out-of-pocket costs to correct the condition, plus a meter test fee as well as the \$~~250~~ 1,000 penalty assessment. Whenever these conditions are found at a member's premises, service personnel will correct the condition by installing a new seal and/or other associated equipment, as required, and the meter will be tested to assure that it is operating within the prescribed limits of accuracy.

~~45~~14     Outages and Service Requests After Working Hours

An outage response after regular business hours or on weekends or holidays will be performed on FKEC owned equipment only at no charge. A \$150 fee will be assessed in the event the member requests FKEC to visit the service location due to a disruption of electric service, and it is determined that FKEC is not responsible for the disruption.

~~46~~15     Temporary Construction

Costs of temporary overhead construction, which must later be removed upon installation of permanent facilities, will be billed to the member to include all labor and material and overhead costs of the Cooperative incurred in performing this work. Credit will be issued for any materials recovered upon the removal of the temporary facilities less the costs of removing such temporary facilities.

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(Continued from Sheet No. 4.60)

Temporary overhead service provided for building construction purposes ~~and later utilized for the permanent connection to a residence~~ will be billed at \$~~250~~ 350 and for general service & general service demand installation at \$~~350~~ 450, both including the installation of one electric meter.

4716    New Electric Service Connection

The installation of a permanent overhead electric service entrance to a member's facilities, not utilizing temporary construction, will be billed for a residence at \$~~225~~ 300 and for a general service & general service demand installation at \$~~300~~ 400, both including the installation of one electric meter.

4817    Check Payments and Bank Drafts

Checks and bank drafts will be accepted from members in payment of amounts due, subject to collection.

Member accounts may be paid automatically each month by pre-authorized bank draft. To be eligible for draft payment, the account may not have any history of returned checks within the past 24 months, the member's financial institution must participate in the Automated Clearing House (ACH) system, and the member must enroll in the program. Authorized accounts will be drafted monthly for the full amount of all outstanding charges. If a draft is returned, the affected account(s) will be canceled from the bank draft program and a \$30 fee for the returned item will be billed to the account. Unless canceled by the terms of this Policy Bulletin, a Bank Draft Authorization Agreement will remain in effect until written notification of cancellation is provided by either the member, the participating financial institution, or the Cooperative.

4918    Credit Card Payments and Automatic Credit Card Payments

Credit Card payments and Automatic Credit Card payments will be accepted from members for the payment of amounts due, subject to collection. Member accounts may be paid automatically each month by Credit Card. In order to participate in the Automatic/Recurring Credit Card Payment Program, the member must enroll for each account to be drafted. Authorized accounts will be drafted monthly for the full amount of all outstanding charges. If a credit card is declined twice in a 24-month period the affected account(s) will be canceled from the Automatic Payment Program immediately and the member will be notified. Any Credit Card Payment returned to FKEC will be subject to a fee of \$30. A 12-month history free of returned items must be maintained before an account may be eligible for participation in the Automatic Payment Program. FKEC reserves the

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(Continued from Sheet No. 4.61)

right to cancel an account from the program 30 days after notification of an expiring credit card. Unless canceled by the terms of this Policy Bulletin, a Monthly Credit Card Payment Authorization Agreement will remain in effect until written notification of cancelation is provided by either, the member, the participating financial institution, or the Cooperative.

~~2019~~ Meter Test

A member requesting a test of the electric energy meter serving the account will be billed a meter test fee of \$50 for a single-phase meter and \$50 for a polyphase or demand meter if the meter is found registering with the prescribed limits of accuracy. There will be no meter test fee if the meter reflects usage outside of the limits established by the Florida Public Service Commission.

~~2120~~ Schedule LS - Outdoor Lighting Service

Members may request the installation of outdoor lighting service as outlined in the tariff for year-round lighting of yards, driveways, walkways, highways, and roads.

The Cooperative will not install outdoor lighting service at any location where such service may be objectionable to others. If it is found after installation that the light is objectionable, the Cooperative may terminate such lighting service. However, if the objectionable feature of the light can be eliminated by painting, shielding, or masking a portion of the refractor, this will be done and a charge of ~~\$100~~ 150 will be made against the member who contracted for the light to cover the cost of such painting, shielding or masking.

If at a later date, the member requests that the painting, shielding, or masking be removed, a new refractor will be installed, and a charge of ~~\$100~~ 150 made against the member who contracted for the light to cover the cost of the new refractor.

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(Continued from Sheet No. 4.62)

2221 Area Coverage

The Cooperative will provide service for all residential, church, public buildings, commercial, industrial, multiple service use, and outdoor lights in the Cooperative service area at the regularly established rates and minimums without any contribution in aid of construction except such charges as may be provided in the rate schedules or herein. Providing new service facilities to member locations that are lengthy, remote, require water crossings, are on islands that have no bridges for access, involving environmental or other governmental rules and regulations and permitting issues, and/or are otherwise excessively expensive to serve shall be subject to the Cooperative's line extension standards and upon specific terms and conditions for each new service as is reasonably determined by the Cooperative, including but not limited to, requiring a contribution in aid of construction prior to a new service connection. Specifically relating to islands and other service issues involving water crossings, the Cooperative may require the person or entity requesting service to install appropriate facilities acceptable to the Cooperative, including but not limited to, properly permitted marine cables and/or other structures to reach to electric facilities of the Cooperative as designated by the Cooperative.

The Cooperative shall not be liable to the member for any of the foregoing service limitations and/or interruptions. Member acknowledges that the Cooperative is not an insurer of uninterrupted electric service and that service failures and interruptions occur on any utility system no matter how well maintained.

The Cooperative shall not be liable to the member for any such failures or interruptions, including interruptions deemed prudent for maintenance and repair, and for the unavailability of access as previously noted. In no event shall the Cooperative be liable for incidental, special, or economic damages for any losses

Issued by: Scott Newberry  
Chief Executive Officer

(Continued on Sheet No. 4.64)  
Effective: ~~October 1, 2022~~ October 1, 2023

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the member may incur as a result of the failure or interruption of electric service. The member is informed and has the option, at its own expense, to acquire and install such protective devices, emergency or backup generation, or other facilities as the member deems necessary to deal with interrupted service.

~~2322~~ Liability for Service

The following will explain Florida Keys Electric Cooperative's (FKEC) policy with respect to liability for service under the law.

FKEC will use reasonable diligence in furnishing a regular and uninterrupted supply of energy but does not guarantee uninterrupted service. FKEC shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, sabotage, accidents, labor disputes, orders or acts of civil or military authority, breakdowns, or injury to machinery, transmission lines, distribution lines or other facilities of the company, extraordinary repairs or any other cause whatsoever or, by reason of any act of FKEC including the interruption of service to any consumer, taken to prevent or limit the extent or duration of interruption, instability or disturbance on the electric system of FKEC or any electric system interconnected, directly or indirectly, with FKEC's system, whenever such act is necessary or indicated in the sole judgment of FKEC. FKEC shall not be liable for damages to a member's premises, including, but not limited to, a member's electronic equipment, caused by lightning transmitted over or through FKEC's transmission and/or distribution lines to the member's premises.

The point at which service is delivered by FKEC to the member, to be defined as "service point" in the National Electric Code (NEC), shall be the point at which the member's facilities are connected to FKEC facilities. FKEC shall not be liable to the member or to anyone receiving electric power from the member's facilities for any loss, injury, or damage resulting from the member's use of his equipment or occasioned by the energy furnished by FKEC beyond the service point.



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(Continued from Sheet No. 4.64)

The member shall provide and maintain suitable protection devices on his equipment to prevent any loss, injury, or damage that might result from low voltage or single phasing conditions or any other fluctuation or irregularity in the supply of energy. FKEC shall not be liable for any loss, injury, or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy that could have been prevented by the use of such protective devices.

2423      Condominium Common Areas

Accounts serving common facilities and common areas of residential condominium or cooperative apartments can qualify for billing under the residential tariff if the following conditions are met:

- 2423.1 The developer has relinquished control of the condominium or cooperative association to the unit owners as evidenced by the fact that less than half of the directors on the Association's Board of Directors represent the developer and FKEC has been provided with satisfactory evidence of this fact.
  
- 2423.2 The account is in the name of the condominium or cooperative Association.
  
- 2423.3 Appropriate officers of the condominium or cooperative Association certify that 100% of the energy supplied to the accounts for use in the commonly-owned facilities or common areas to which the residential rate applies will be used exclusively for the benefit of the co-owners or their guests or tenants and that none of the energy supplied to those accounts will be used in any endeavor intended to produce a profit by selling or renting a commodity or providing a service for a fee. Commonly owned shall mean that the property owners within the Association are legally required to be members thereof and to share in the ownership and participate in the operation of said facilities or areas.

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(Continued from Sheet No. 4.65)

2423.4 The Association is a legally constituted non-profit corporation authorized to do business in the State of Florida.

2423.5 Common facilities and areas are within the legal boundaries of the condominium or cooperative property.

2423.6 The Association provides an appropriate deposit and the Association guarantees payment.

2423.7 The Association agrees that proper application of residential and/or general service or general service demand rates shall be the joint responsibility of the Association and of FKEC, but FKEC may adjust incorrect billing by billing retroactively regardless of lack of proper notification by the Association.

2423.8 Energy used in the operation of facilities such as laundry facilities, swimming pools, tennis courts, clubhouses, recreational centers, marinas, gas pumps, auditoriums, medical clinics, restaurants or snack shops, food or drink dispensers, real estate or their professional offices, or the like, if the operation of same involves selling or renting of commodities or providing service for a fee shall be billed at a general service or general service demand rate. Other accounts serving the common areas for the benefit of the co-owners only, qualify for a residential rate.

Issued by: Scott Newberry  
Chief Executive Officer

(Continued on Sheet No. 4.67)  
Effective: ~~October 1, 2022~~ October 1, 2023

~~Second~~ Third Revised Sheet No. 4.67  
Canceling ~~First~~ Second Revised Sheet No. 4.67

NAME OF UTILITY: FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.  
(Continued from Sheet No. 4.66)

~~24~~23.9 No accounts providing energy for use in any facility or any area of a residential facility in which accommodations are sold or leased on a time-sharing basis shall qualify for the residential rate. To the contrary, all accounts will be billed on the appropriate general service or general service demand rate, as is the case in a hotel or motel.

Issued by: Scott Newberry  
Chief Executive Officer

Effective: ~~October 1, 2022~~ October 1, 2023

NAME OF UTILITY: FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.

**POLICY BULLETIN NO. 209.0**

SUBJECT: BILLING, COLLECTION, AND FEE SCHEDULES

POLICY: Florida Keys Electric Cooperative Association, Inc. is a non-profit organization whose members share in the margins and losses resulting from Cooperative operations. In order to limit members' exposure to losses from unpaid electric accounts, the Cooperative has established the following rules.

1 Billing Deposits

Before connecting service, the Cooperative may require a billing deposit on each account in an amount deemed by the Cooperative to be adequate to guarantee payment of bills under this policy.

1.1 Residential Account Billing Deposits

Billing deposits for residential accounts are \$150. New members may be eligible for a deposit waiver based on the results of a credit inquiry.

Deposits for churches and qualified condominium common areas (see Section 28) billed under the residential tariff will be determined in accordance with the rules for general service & general service demand account deposits.

1.2 General Service & General Service Demand Account Billing Deposits

Deposits on general service & general service demand accounts will be the greater of:

- 1.2.1 \$200;
- 1.2.2 approximately two times the highest monthly bill during the prior 12 months for a similar business at the same location;
- 1.2.3 an amount sufficient to cover approximately two times the highest monthly bill calculated based on estimated connected load and the nature of the general service enterprise.

Issued by: Scott Newberry  
Chief Executive Officer

(Continued on Sheet No. 4.51)  
Effective: October 1, 2022

NAME OF UTILITY: FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.  
(Continued from Sheet No. 4.50)

In all cases, the highest monthly bill will be defined to include all applicable customer charges, energy charges, demand charges, power cost calculation charges, formula revenue requirement riders, and taxes.

1.3 Exceptions to Deposit Collections

1.3.1 Periodically, customers having general service and/or general service demand accounts in good standing request that certain residential accounts be connected for short periods in order to test the operation of household appliances or to clean the premises. The most common examples are realtors who manage rental properties or contractors who have completed the construction of a residence. No deposit will be required on such additional residential account if:

1.3.1.1 the account is opened in the name of a member already receiving service under the general service or general service demand tariff;

1.3.1.2 the member's primary general service account is active and in good standing, defined as no record of appearing on the cutoff list, disconnect for non-payment, returned check, pay arrangement not honored, or meter tampering;

1.3.1.3 the member's length of service in the residential account does not exceed 7 days.

1.3.2 Surviving spouses of members who maintained their account only in the name of the deceased person can transfer the billing and security light deposits from the decedent's residential rate account to a new residential account in the survivor's name and furnish a copy of the decedent spouse's death certificate. Any requests for additional deposits will also be transferred to the survivor's new account.

1.3.3 Members with existing residential accounts that want to open additional residential accounts, or members with existing general service or general service demand accounts that want to open additional general service or general service demand accounts will not be required to pay a deposit on new corresponding accounts as long as the new accounts are opened under the member's existing membership number and the member has at least three years of continuous service and if all of the existing accounts have the most recent 24 months of continuous good credit history.

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(Continued from Sheet No. 4.51)

For purposes of this policy, good credit history will be defined as no record of the following: delinquent (late charges), on cutoff list, disconnect for non-payment, returned check, pay arrangement not honored, or meter tampering.

If an account opened under this Section of the policy subsequently does not have a good credit history as defined above, the Cooperative may require the member to pay a deposit on the account in an amount required by Section 1.1 or 1.2 of this policy.

2 Additional Deposits

2.1 If an account has been disconnected for non-payment and the account's deposit is less than approximately two times the highest monthly bill during the prior 12 months, or if the account has no deposit, the member will be required to increase the billing deposit to approximately two times the highest monthly bill during the prior 12 months before the account will be reconnected.

2.2 At its discretion, the Cooperative may review the billing record of an account at any time to determine the adequacy of the sum on deposit and may require that the deposit be increased to approximately two times the highest monthly bill during the prior 12 months.

The member will be notified that he or she will be allowed two months in which to bring his or her account up-to-date before being required to make the deposit. If the account is brought into current condition and the member already has the minimum deposit required by this policy, the member will not be required to increase the deposit so long as the member maintains the account in current condition. Current condition is defined as no incidence of credit history marks for delinquent (late charges), on cutoff list, disconnect for non-payment, returned check, pay arrangement not honored, or meter tampering. If the member fails to maintain the account in current condition, the additional deposit will be required upon notice by the Cooperative.

3 Refunds of Deposits

3.1 Deposits on residential accounts will be subject to refund after three (3) years from the date of deposit (or the date of the last required additional deposit) if the account has the most recent 24 months of continuous good credit history and the member has been in the current account at least 90 days. For purposes of this policy, good credit history will be defined as no record of the following: delinquent (late charges), on cutoff list, disconnect for non-payment, returned check, pay arrangement not honored, or meter tampering. Such refunds will include any accrued deposit interest and will be made by credit to the account, and will not be refunded by check.

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(Continued from Sheet No. 4.52)

3.2 Any deposits and accrued interest will be applied against payment of the final bill of the member. If the result of the application is a debit or credit account balance of less than \$5.00, the account balance will be written off and no bill or check will be produced. If the result of the application is a credit account balance of \$5.00 or more, it will be refunded to the member. If a member has an unpaid bill(s), the member agrees to pay all costs of collection, including reasonable attorney's fees and reasonable costs incurred to any collection agency for such collection, whether suit is filed or not.

3.3 Deposits that have been held for two years or more after the disconnect date on an account will be refunded, along with any accrued interest, if:

3.3.1 No other active accounts in the name of the member are subject to the additional deposit requirements per Section 2, and

3.3.2 There are no outstanding balances due on other inactive accounts in the name of the member.

Refunds will be made only to the extent the deposit and accrued interest exceed the amounts required to cover the additional deposits and balances due under Sections 3.3.1 and 3.3.2.

3.4 After 12 months of billing history have accumulated, deposit amounts on general service and general service demand accounts that were collected based upon the criteria in Sections 1.2.2 and 1.2.3 may be reviewed at the member's request. If the deposit on the account exceeds approximately two times the highest monthly bill during the prior 12 months, the excess deposit will be refunded by a credit to the account if:

3.4.1 The account has 12 months of continuous good credit history, as defined in Section 3.1, and;

3.4.2 No other active accounts in the name of the member are subject to the additional deposit requirements per Section 2, and

3.4.3 There are no outstanding balances due on other inactive accounts in the name of the member.

Issued by: Scott Newberry  
Chief Executive Officer

(Continued on Sheet No. 4.54)  
Effective: October 1, 2022

NAME OF UTILITY: FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.  
(Continued from Sheet No. 4.53)

4      Transfer of Deposits

A member moving from one location to another may have their billing deposit transferred to the new location, if the total amount due on the original account is paid and if service to the original account is disconnected within seven (7) days. However, if the total amount due on the original account is not paid, these charges will be added to the bill at the new location, and an appropriate billing deposit required on the new account. In this case, the total amount due will include all charges for electric service through the date the service was disconnected, and any fees associated with the disconnection of the original account.

5      Service Transfers, Disconnects, Reconnects and Special Meter Readings

Service transfers, disconnects, and reconnects, at the member's request, during regular business hours, which do not require a service crew or bucket truck, will not be billed a fee. If a service crew or a bucket truck is required to complete any of these services during regular business hours, the service call fee will be billed at \$150 per visit, and \$250 for service that occurs after business hours, on weekends, or holidays.

The Cooperative will ordinarily read all meters once each month. A special meter reading fee for disputed meter readings will be billed \$50 if an in-person visit is requested and will only be performed during regular business hours.

6      Billing

Bills for electric energy consumption will be delivered to customers in accordance with an approved meter reading schedule that is subject to change at the discretion of the Cooperative.

7      Due Date

Bills are due when rendered.

8      Delinquent Bills & Penalties

8.1 Unpaid bills for electric service become delinquent if payment is not received by 5:00 P.M. on the 20<sup>th</sup> day after the mailing date shown on the bill. If such date falls on Saturday, Sunday, a national holiday, or a holiday observed by FKEC, the next regular business day is deemed to be the date the bill becomes



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(Continued from Sheet No. 4.54)

delinquent. Payments placed in the night drop at the Cooperative offices after 5:00 P.M. will be deemed to have been paid on the next regular business day.

8.2 Delinquent amounts due are subject to a late payment penalty of 1.5% per month of the total amount owed if the total amount owed is \$5 or more. After the application of the late payment penalty, the delinquent amount due includes both the original amount due and the late payment penalty. If a bill remains unpaid for more than one billing cycle, additional late payment charges will be made on the total amount owed at the same rate.

8.3 Certain accounts will NOT be subject to late payment penalties, as follows:

8.3.1 Any account with 24 months of continuous good credit history, as defined in Section 3, will not be subject to a late payment penalty. These accounts will, however, be marked as delinquent in the credit history for future reference.

8.3.2 Accounts in the name of federal, state, county, and municipal government entities will not be subject to late payment penalties. However, these entities may be billed for interest and/or other charges permitted under any applicable laws for failure to pay billed amounts promptly. To encourage payment, these accounts will be marked as delinquent in the credit history for future reference.

## 9 Disconnect Notice & Disconnect Procedure

9.1 A disconnect notice will be delivered to any accounts subject to the late payment penalty per Sections 8.1 and 8.2, except for accounts specifically excluded in Section 9.2, if the delinquent amount due exceeds both \$75 and one-half of the billing deposit on that account. The disconnect notice will show the account number, delinquent amount due, billing date, disconnect date, collection fee, reconnect fee, disconnect fee, after-hours

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Chief Executive Officer

(Continued on Sheet No. 4.56)  
Effective: October 1, 2022

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(Continued from Sheet No. 4.55)

reconnect fee, and the procedure for reconnection of services disconnected for non-payment. If payment in full of the amount due per the disconnect notice is not received by 5:00 P.M. the day prior to the scheduled disconnect date, the account is subject to disconnection. The disconnect date will be the next scheduled meter reading date.

9.2 Certain accounts will NOT be subject to non-pay disconnect, as follows:

9.2.1 Accounts serving persons who have provided qualifying documented evidence of dependence on electrically operated life support and/or monitoring devices will not be subject to non-pay disconnect. Qualifying documented evidence must include a signature by a licensed physician. If the credit and payment history for a life support account indicates that it would have qualified for disconnect per Section 9.1, except for its status as a life support account, the Cooperative shall have the right to:

9.2.1.1 Require an additional deposit per Section 2, and,

9.2.1.2 Require that a member on life support supply a written agreement, wherein another person with a documented good credit history agrees to guarantee payment of any delinquent amounts due on the life support account(s) in the name of the member. The guarantor will be notified by letter of any delinquent amounts due on accounts that he/she has agreed to be responsible for.

9.2.2 Accounts in the name of federal, state, county, and municipal government entities will not be subject to disconnection. However, to encourage payment, these accounts will be marked as delinquent and will be mailed a disconnect notice.

9.2.3 If a member billed at the residential rate has received continuous service at an account location for three (3) years or more and the

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(Continued from Sheet No. 4.56)

account shows 24 months of continuous good credit history, as defined in Section 3, the account will not be mailed a disconnect notice, nor will it be subject to disconnect at this time.

10 Reconnection of Service After Disconnection for Non-Payment

10.1 If the service has been disconnected for non-payment, it will not be reconnected until ALL of the following conditions are met.

10.1.1 The delinquent amount due is paid.

10.1.2 All disconnect and reconnect fees are paid.

10.1.3 A deposit or additional deposit, as required under Sections 1 & 2 of this policy, is paid.

10.2 However, if the account has been disconnected for 25 days or more, the account will not be reconnected until ALL of the following conditions are met.

10.2.1 All amounts, including delinquent amount due, charges for electricity used prior to disconnection, any fees, and other charges are paid in full.

10.2.2 Reconnect fee is paid.

10.2.3 A billing deposit, as required under Sections 1 & 2 of this policy, is paid.

10.2.4 A signed Application for Membership and Other Services is received.

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Chief Executive Officer

(Continued on Sheet No. 4.58)  
Effective: October 1, 2023

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(Continued from Sheet No. 4.57)

11 Returned Checks and Drafts

Checks, bank drafts, credit card chargebacks, or other bank debits returned from financial institutions will be handled by office personnel as required, and the member will be billed a fee of \$30 per returned item. Checks and drafts returned by a financial institution will not be re-deposited.

11.1 If the returned item was for the payment of a billing deposit on a new account or was against the previous month's bill, the amount exceeds both \$75 and one-half of the billing deposit on the account, and the account was not exempt from disconnect for reasons contained in Section 9.2, the following actions will be taken:

11.2.1 The account holder will be notified that payment must be received for the full amount of the returned item by 5 P.M. the following workday.

11.2.2 A "cash only" note with a two-year expiration date will be added to the account.

11.2.3 If payment is not received by 5 P.M. on the day per Section 12.1.1, the account will be disconnected on the following workday.

11.3 If the returned item is for the current month or does not otherwise meet the criteria in Section 12.1, the account holder will be notified that the full amount of the returned item needs to be paid as soon as possible.

12 Miscellaneous

12.1 The Cooperative's employees and/or designated agents shall have 24-hour access to the member's premises for meter reading, exchange,

Issued by: Scott Newberry  
Chief Executive Officer

(Continued on Sheet No. 4.59)  
Effective: October 1, 2023

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periodic inspections, maintenance, vegetation management, and emergencies. The Cooperative will take appropriate measures to identify employees and/or its agents performing Cooperative duties on a member's premises.

If the Cooperative does not have access to the member's meter due to a locked gate(s), is located inside a building to which FKEC does not have access, is embedded in a wall or other artificial barrier, is installed more than 6' above grade without an FKEC approved work area, or is situated in a location close to an animal that, in the judgment of the Cooperative Representative is dangerous, or any other circumstances that prevent reasonable access to the meter; the member will have 60 days to correct the situation. The Cooperative will determine what constitutes reasonable access based on prudent utility practices. If the Cooperative requires access to the meter within the 60 days, the member will be required to pay a service call fee of \$150 (\$250 after-hours) or the actual cost, whichever is greater. The member will be billed for all service calls and other fees reasonably incurred by the cooperative for access to the member's meter as part of the monthly utility bill. Payments made for the monthly utility bill will be first allocated to service calls and other reasonably incurred access fees and costs and then to the utility/energy services payment due. If the utility bills become delinquent due to partial payment, then the cooperative will proceed with its remedies following the normal collection policies/procedures currently in place which include, but are not limited to, disconnection of utility service.

The member's failure to correct the situation within the allotted time may result in service termination until satisfactory changes have been made. The CEO, CFO, or COO must approve such termination of service.

- 12.2 If a former member applies for service and Cooperative records indicate an unpaid debt in the applicant's name, service will not be connected for the new account until the unpaid debt is paid plus any collection fees, including reasonable attorney's fees.

Issued by: Scott Newberry  
Chief Executive Officer

(Continued on Sheet No. 4.60)  
Effective: October 1, 2023

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(Continued from Sheet No. 4.59)

13      Meter Tampering

Only an authorized representative of the Cooperative may remove meters, meter seals, connections, or any property of the Cooperative on or about a member's premises. Whenever evidence is found of tampering with the meter or with any wiring, electrical equipment, or instrumentation between the line side of the meter and the electrical distribution system being used to furnish service to the member, which would result in the diversion or non-registration of electric energy, and/or the installation of meter seals other than those installed by FKEC on a member's meter, the member served by such meter will be assessed a penalty charge of \$1,000 plus any other expenses incurred. In addition, the member will be subject to penalties as provided in the Florida Statutes, Section 812.14, and for the estimated cost of energy consumed while the meter was not operating properly due to the installation of the diversion facilities. Such tampering may be deemed to be cause for disconnection of electric service and/or legal action and criminal prosecution as provided in Section 812.14, Florida Statutes.

The removal or cutting of a meter seal by a member or other unauthorized person acting on behalf of the member or anyone using the facilities of the member will result in a service fee representing Cooperative out-of-pocket costs to correct the condition, plus a meter test fee as well as the \$1,000 penalty assessment. Whenever these conditions are found at a member's premises, service personnel will correct the condition by installing a new seal and/or other associated equipment, as required, and the meter will be tested to assure that it is operating within the prescribed limits of accuracy.

14      Outages and Service Requests After Working Hours

An outage response after regular business hours or on weekends or holidays will be performed on FKEC owned equipment only at no charge. A \$150 fee will be assessed in the event the member requests FKEC to visit the service location due to a disruption of electric service, and it is determined that FKEC is not responsible for the disruption.

15      Temporary Construction

Costs of temporary overhead construction, which must later be removed upon installation of permanent facilities, will be billed to the member to include all labor and material and overhead costs of the Cooperative incurred in performing this work. Credit will be issued for any materials recovered upon the removal of the temporary facilities less the costs of removing such temporary facilities.

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                         Chief Executive Officer

(Continued on Sheet No. 4.61)  
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(Continued from Sheet No. 4.60)

Temporary overhead service provided for building construction purposes will be billed at \$350 and for general service & general service demand installation at \$450, both including the installation of one electric meter.

16     New Electric Service Connection

The installation of a permanent overhead electric service entrance to a member's facilities, not utilizing temporary construction, will be billed for a residence at \$300 and for a general service & general service demand installation at \$400, both including the installation of one electric meter.

17     Check Payments and Bank Drafts

Checks and bank drafts will be accepted from members in payment of amounts due, subject to collection.

Member accounts may be paid automatically each month by pre-authorized bank draft. To be eligible for draft payment, the account may not have any history of returned checks within the past 24 months, the member's financial institution must participate in the Automated Clearing House (ACH) system, and the member must enroll in the program. Authorized accounts will be drafted monthly for the full amount of all outstanding charges. If a draft is returned, the affected account(s) will be canceled from the bank draft program and a \$30 fee for the returned item will be billed to the account. Unless canceled by the terms of this Policy Bulletin, a Bank Draft Authorization Agreement will remain in effect until written notification of cancellation is provided by either the member, the participating financial institution, or the Cooperative.

18     Credit Card Payments and Automatic Credit Card Payments

Credit Card payments and Automatic Credit Card payments will be accepted from members for the payment of amounts due, subject to collection. Member accounts may be paid automatically each month by Credit Card. In order to participate in the Automatic/Recurring Credit Card Payment Program, the member must enroll for each account to be drafted. Authorized accounts will be drafted monthly for the full amount of all outstanding charges. If a credit card is declined twice in a 24-month period the affected account(s) will be canceled from the Automatic Payment Program immediately and the member will be notified. Any Credit Card Payment returned to FKEC will be subject to a fee of \$30. A 12-month history free of returned items must be maintained before an account may be eligible for participation in the Automatic Payment Program. FKEC reserves the

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                  Chief Executive Officer

(Continued on Sheet No. 4.62)  
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(Continued from Sheet No. 4.61)

right to cancel an account from the program 30 days after notification of an expiring credit card. Unless canceled by the terms of this Policy Bulletin, a Monthly Credit Card Payment Authorization Agreement will remain in effect until written notification of cancelation is provided by either, the member, the participating financial institution, or the Cooperative.

19 Meter Test

A member requesting a test of the electric energy meter serving the account will be billed a meter test fee of \$50 for a single-phase meter and \$50 for a polyphase or demand meter if the meter is found registering with the prescribed limits of accuracy. There will be no meter test fee if the meter reflects usage outside of the limits established by the Florida Public Service Commission.

20 Schedule LS - Outdoor Lighting Service

Members may request the installation of outdoor lighting service as outlined in the tariff for year-round lighting of yards, driveways, walkways, highways, and roads.

The Cooperative will not install outdoor lighting service at any location where such service may be objectionable to others. If it is found after installation that the light is objectionable, the Cooperative may terminate such lighting service. However, if the objectionable feature of the light can be eliminated by painting, shielding, or masking a portion of the refractor, this will be done and a charge of \$150 will be made against the member who contracted for the light to cover the cost of such painting, shielding or masking.

If at a later date, the member requests that the painting, shielding, or masking be removed, a new refractor will be installed, and a charge of \$150 made against the member who contracted for the light to cover the cost of the new refractor.



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(Continued from Sheet No. 4.62)

21 Area Coverage

The Cooperative will provide service for all residential, church, public buildings, commercial, industrial, multiple service use, and outdoor lights in the Cooperative service area at the regularly established rates and minimums without any contribution in aid of construction except such charges as may be provided in the rate schedules or herein. Providing new service facilities to member locations that are lengthy, remote, require water crossings, are on islands that have no bridges for access, involving environmental or other governmental rules and regulations and permitting issues, and/or are otherwise excessively expensive to serve shall be subject to the Cooperative's line extension standards and upon specific terms and conditions for each new service as is reasonably determined by the Cooperative, including but not limited to, requiring a contribution in aid of construction prior to a new service connection. Specifically relating to islands and other service issues involving water crossings, the Cooperative may require the person or entity requesting service to install appropriate facilities acceptable to the Cooperative, including but not limited to, properly permitted marine cables and/or other structures to reach to electric facilities of the Cooperative as designated by the Cooperative.

The Cooperative shall not be liable to the member for any of the foregoing service limitations and/or interruptions. Member acknowledges that the Cooperative is not an insurer of uninterrupted electric service and that service failures and interruptions occur on any utility system no matter how well maintained.

The Cooperative shall not be liable to the member for any such failures or interruptions, including interruptions deemed prudent for maintenance and repair, and for the unavailability of access as previously noted. In no event shall the Cooperative be liable for incidental, special, or economic damages for any losses

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Chief Executive Officer

(Continued on Sheet No. 4.64)  
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(Continued from Sheet No. 4.63)

the member may incur as a result of the failure or interruption of electric service. The member is informed and has the option, at its own expense, to acquire and install such protective devices, emergency or backup generation, or other facilities as the member deems necessary to deal with interrupted service.

## 22 Liability for Service

The following will explain Florida Keys Electric Cooperative's (FKEC) policy with respect to liability for service under the law.

FKEC will use reasonable diligence in furnishing a regular and uninterrupted supply of energy but does not guarantee uninterrupted service. FKEC shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, sabotage, accidents, labor disputes, orders or acts of civil or military authority, breakdowns, or injury to machinery, transmission lines, distribution lines or other facilities of the company, extraordinary repairs or any other cause whatsoever or, by reason of any act of FKEC including the interruption of service to any consumer, taken to prevent or limit the extent or duration of interruption, instability or disturbance on the electric system of FKEC or any electric system interconnected, directly or indirectly, with FKEC's system, whenever such act is necessary or indicated in the sole judgment of FKEC. FKEC shall not be liable for damages to a member's premises, including, but not limited to, a member's electronic equipment, caused by lightning transmitted over or through FKEC's transmission and/or distribution lines to the member's premises.

The point at which service is delivered by FKEC to the member, to be defined as "service point" in the National Electric Code (NEC), shall be the point at which the member's facilities are connected to FKEC facilities. FKEC shall not be liable to the member or to anyone receiving electric power from the member's facilities for any loss, injury, or damage resulting from the member's use of his equipment or occasioned by the energy furnished by FKEC beyond the service point.

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(Continued from Sheet No. 4.64)

The member shall provide and maintain suitable protection devices on his equipment to prevent any loss, injury, or damage that might result from low voltage or single phasing conditions or any other fluctuation or irregularity in the supply of energy. FKEC shall not be liable for any loss, injury, or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy that could have been prevented by the use of such protective devices.

23        Condominium Common Areas

Accounts serving common facilities and common areas of residential condominium or cooperative apartments can qualify for billing under the residential tariff if the following conditions are met:

- 23.1    The developer has relinquished control of the condominium or cooperative association to the unit owners as evidenced by the fact that less than half of the directors on the Association's Board of Directors represent the developer and FKEC has been provided with satisfactory evidence of this fact.
  
- 23.2    The account is in the name of the condominium or cooperative Association.
  
- 23.3    Appropriate officers of the condominium or cooperative Association certify that 100% of the energy supplied to the accounts for use in the commonly-owned facilities or common areas to which the residential rate applies will be used exclusively for the benefit of the co-owners or their guests or tenants and that none of the energy supplied to those accounts will be used in any endeavor intended to produce a profit by selling or renting a commodity or providing a service for a fee. Commonly owned shall mean that the property owners within the Association are legally required to be members thereof and to share in the ownership and participate in the operation of said facilities or areas.

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- 23.4 The Association is a legally constituted non-profit corporation authorized to do business in the State of Florida.
- 23.5 Common facilities and areas are within the legal boundaries of the condominium or cooperative property.
- 23.6 The Association provides an appropriate deposit and the Association guarantees payment.
- 23.7 The Association agrees that proper application of residential and/or general service or general service demand rates shall be the joint responsibility of the Association and of FKEC, but FKEC may adjust incorrect billing by billing retroactively regardless of lack of proper notification by the Association.
- 23.8 Energy used in the operation of facilities such as laundry facilities, swimming pools, tennis courts, clubhouses, recreational centers, marinas, gas pumps, auditoriums, medical clinics, restaurants or snack shops, food or drink dispensers, real estate or their professional offices, or the like, if the operation of same involves selling or renting of commodities or providing service for a fee shall be billed at a general service or general service demand rate. Other accounts serving the common areas for the benefit of the co-owners only, qualify for a residential rate.

Issued by: Scott Newberry  
Chief Executive Officer

(Continued on Sheet No. 4.67)  
Effective: October 1, 2023

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- 23.9 No accounts providing energy for use in any facility or any area of a residential facility in which accommodations are sold or leased on a time-sharing basis shall qualify for the residential rate. To the contrary, all accounts will be billed on the appropriate general service or general service demand rate, as is the case in a hotel or motel.

Issued by: Scott Newberry  
Chief Executive Officer

Effective: October 1, 2023